

<p>STRATEGIC PROCUREMENT DIVISION</p>	<p>CITY OF HOUSTON, TEXAS NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO.: S46-T25007</p>	<p><i>"PARTNERING TO BETTER SERVE HOUSTON"</i></p>
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NIGP CODE: 838-33

SOLICITATION DUE DATE/TIME: JULY 10, 2014, 2014 at 2:00 P.M., CST

SUBMITTAL LOCATION: City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: CELLUAR & WIRELESS MOBILITY DEVICES AND SERVICES FOR THE CITY OF HOUSTON

PRE-PROPOSAL CONFERENCE:	<table border="0"> <tr> <td><i>Date</i></td> <td><i>Time</i></td> </tr> <tr> <td>June 3, 2014</td> <td>10:00 A.M.</td> </tr> </table>	<i>Date</i>	<i>Time</i>	June 3, 2014	10:00 A.M.	<table border="0"> <tr> <td><i>Location</i></td> </tr> <tr> <td>SPD, 900 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002</td> </tr> </table>	<i>Location</i>	SPD, 900 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002
<i>Date</i>	<i>Time</i>							
June 3, 2014	10:00 A.M.							
<i>Location</i>								
SPD, 900 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002								

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

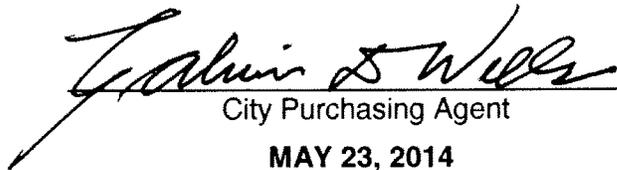
Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Eric Alexander

Name
eric.alexander@houstontx.gov

E-Mail Address



City Purchasing Agent
MAY 23, 2014

Date

1.0 SUBMITTAL PROCEDURE:

1.1 Seven (7) copies of the Proposal, including one (1) printed original signed in BLUE ink, and additional seven (7) electronic thumb drives are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office
City Hall Annex
900 Bagby
Houston, Texas 77002

1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.

1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office. **label your proposals with your company name, address and proposal number.**

1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

2.0 PROPOSAL FORMAT:

2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.

2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

3.0 PRE-PROPOSAL CONFERENCE:

3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

4.1 Requests for additional information and questions should be addressed to the Finance Department, **Strategic Procurement Division Buyer, Eric Alexander** , telephone: **832.393.8704**, fax: **832.393. 8759**, or e-mail **(preferred method to): eric.alexander@houstontx.gov**, no later than **June 19, 2014 at 5:00 p.m. CST**. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S46-25007

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

- 6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

8.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S):

- 8.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

9.0 PROTEST:

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.
- 9.2 A protest shall include the following:
 - 9.2.1 The name, address, e-mail, and telephone number of the protester;
 - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 9.2.3 Identification of the RFP description and the RFP or contract number;
 - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

10.0 NO CONTACT PERIOD:

- 10.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by

SPECIAL INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S46-25007

the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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UNIFORM INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S46-T25007

- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.0 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.
- 9.0 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about **October 25, 2014** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all contractual requirements of the City as set forth in Attachment A: Proposed Contract, which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

UNIFORM INSTRUCTIONS TO PROPOSER(S)
SOLICITATION NO. S46-T25007

- 15.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 16.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 17.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 18.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 19.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 20.0 The selected Proposer(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 21.0 After contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 22.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 23.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

GENERAL TERMS AND CONDITIONS

SOLICITATION NO. S46-T25007

1.0 CONTRACTOR PERFORMANCE LANGUAGE:

1.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

2.0 INTERPRETING SPECIFICATIONS:

2.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

2.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

3.0 CONTRACTOR DEBT:

3.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT**

FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

4.0 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE:

4.1 The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO. S46-T25007

1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:

1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 19% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:

2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:

3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.

3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:

4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:

5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

6.0 HIRE HOUSTON FIRST:

6.1 Designation as a City Business or Local Business

6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire**

SPECIAL TERMS AND CONDITIONS

SOLICITATION NO. S46-T25007

Houston First Application and Affidavit (“HHF Affidavit”) to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

- 6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

- 6.1.3 Submit the completed application forms to: Mayor’s Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952 or Applications may be submitted with proposal response.

6.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter 15 of the City Code of Ordinances**

- 6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS ,”AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

7.0 **PROJECT ADMINISTRATION:**

- 7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

8.0 **STANDARD PAYMENT TERMS**

- 8.1 The City of Houston’s standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (TX. Gov’t Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

- 8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

- 8.3 If the City fails to make a payment according to the early payment schedule above, but does make payment before the due date, the City shall not pay any other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

SPECIAL TERMS AND CONDITIONS
SOLICITATION NO. S46-T25007

9.0 PROCUREMENT TIMELINE/SCHEDULE:

9.1 Listed below is the important and estimated completion dates and times for this Request for Proposal (RFP).

9.2 <u>EVENT</u>	<u>DATE</u>
Date of RFP Issued	May, 23, 2014
Pre-Proposal Conference	June 3, 2014
Questions from Proposers Due to City	June 19, 2014
Proposals Due from Proposers	July 10, 2014
Notification of Intent to Award (<i>Estimated</i>)	September 19, 2014
Council Agenda Date (<i>Estimated</i>)	October 15, 2014
Contract Start Date (<i>Estimated</i>)	October 25, 2014

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SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S46-T25007

1.0 PROCUREMENT OVERVIEW AND OBJECTIVES

- 1.1 The City of Houston (the City) invites Suppliers to submit proposals for wireless communication services in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP). The City’s objective is to partner with a supplier in a wireless program that will be mutually beneficial and substantially reduce City’s wireless costs while increasing service quality and flexibility.
- 1.2 The City is currently procuring wireless telecom services from multiple vendors. The City will reserve the right to award a contract to more than one vendor as needed, based on services required. The city anticipates that the cellular voice and data telecommunications sourcing arrangement it seeks will cover all wireless services defined in the RFP. Also, it is essential that the service levels and support provided under the new arrangement be of the highest caliber, with the capability to meet the demands of a fast growing and dynamic environment.

2.0 EXISTING VOICE AND DATA ENVIRONMENT:

- 2.1 The chart below details the existing number of corporate subscriber units and lines and average monthly minutes of use during a calendar month for each wireless service the city anticipates will be activated for corporate users. The chart below represents 10,500 users, however the City anticipates an increase in users as the City may move more towards a mobile workforce model.

Service Type	Usage / Month
CRU Lines	10,500
Minutes of Use (MOU)	4,044,815
Free Minutes	357,433
Directory Assistance	503
Additional Data, KB	3,651,659,103
Text messages	394,341
Push to talk Users	2896
Minutes of Use (MOU)	85,831
Air Cards	3843

3.0 Requirements:

- 3.1 The City's primary objective is to establish a procurement arrangement for selected wireless services that has the following general characteristics and meets defined SLAs:
 - 3.1.1 Provides a single point of end-to-end accountability for delivery of all contracted wireless services.
 - 3.1.2 The city is seeking technology that is flexible and scalable to provide easy changes to existing facilities and the capability to adjust to changing business needs.
 - 3.1.3 Provides a seamless migration path from the existing vendor and technology to the new services. There can be no interruptions of services during the migration, should those be transferred to a different vendor(s).
 - 3.1.4 Provides a 24x7-support plan that will ensure knowledgeable technical support at all times.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S46-T25007

- 3.1.5 Provide sustainable low-cost advantage by leveraging new technologies and industry's best practices.
- 3.1.6 Provides assistance and network capacity as needed for emergency events.
- 3.1.7 Discounts for families of City employees on equipment and plans.
- 3.1.8 The majority of usage will occur during normal business hours but there is a need for weekend usage for public safety and 24 hour service providers. The City desired plans should include the following:
 - 3.1.8.1 Unlimited nights and weekends and nights at no additional cost.
 - 3.1.8.2 Unlimited Mobile to mobile minutes should be at no additional cost.
 - 3.1.8.3 Talk and text should be included in all plans with no flat rate charges.
 - 3.1.8.4 Unlimited talk/text/data plans.
 - 3.1.8.5 Discount on published rates for international travel.
- 3.1.9 The City has approximately 1100 parking meters that have air cards to process parking meter charges. These will require a pooled data plan.
- 3.1.10 Discounting for family plans should be included and the number of devices registered with the cellular provider should be included in the City total with discounting for all devices.
- 3.1.11 Respondents will be required complete Attachment B - City of Houston RFP Wireless Demand Set to outline their service offering, pricing and then provide greater detail in their proposal
- 3.2 Domestic is defined as the contiguous 48 states, Alaska, Hawaii and all US Territories.
- 3.3 Ability to provide push-to-talk services with multiple talk groups and seamlessly integrate the service into the existing Motorola MCC7500 console system on the City's P25 trunked radio system.
- 3.6 Provide public safety users with the ability to roam to and from the Nationwide Public Safety Broadband network.
- 3.7 Provide the ability to turn a smart phone into a 700Mhz Radio
- 4.0 TECHNICAL REQUIREMENTS:**
- 4.1 Promote a seamless enterprise wide wireless voice and data services solution.
- 4.2 Provide wireless services to cost-effectively handle the city's business data requirements.
- 4.3 Support service levels that meet the business needs of end users.
- 4.4 Have the ability to migrate to new technology and services.
- 4.5 Broaden the range of services available to end-users.
- 5.0 AREA OF SERVICE COVERAGE:**
- 5.1 Proposal shall provide cellular voice and data services (3G/4G) in the Greater Houston service area. This includes the City, its annexed areas, and surrounding counties. All voice and data maps submitted will include the vendor's methodology of measuring existing coverage and methodology for predicting future roadmap technologies. The City will maintain the confidentiality of such trade secret to the extent provided by law.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

- 5.2 International calling should be able to be enabled and charged as needed for City employees who have a need to travel internationally. A voice and data map of international calling areas should be provided with the RFP. All voice and data maps submitted will include the vendor's methodology of measuring existing coverage and methodology for predicting future roadmap technologies. The City will maintain the confidentiality of such trade secret to the extent provided by law.
- 5.3 Measured maps of service to be included shall show the current voice and data technologies. Each technology should be on its own coverage map with the vendor's method of measuring and message profile.
- 5.4 In building voice and data coverage will be required in all City sites and buildings. In your response indicate how you will address dead spot/zones inside City buildings. Immediately following the pre-proposal conference or at another date and time designated by the City, Proposers will be required to conduct in-building coverage assessments for the City buildings designated by the City. At a minimum, in-building coverage assessments shall include the coverage criteria stated in paragraph 5.5. Designated buildings may include, but may not be limited to the larger City buildings specifically identified in this RFP. Where in-building coverage is lacking or does not meet the City's service level requirements, Proposer's in-building coverage assessment should describe how Proposer intends to increase the in-building coverage, including the proposed timeline for increasing coverage, equipment that will be provided to increase coverage, other factors affecting improving in-building coverage, and costs, if any, to the City.
- 5.5 City business will be conducted throughout the City and in buildings; therefore in-building coverage maps shall be required from awarded contractor. Maps should reflect in building coverage for 10dB, 20dB and 30 dB reserve margin gain. Provide coverage maps for the larger City buildings including:
- 8300 Mykawa, Houston, TX 77048
 - 900 Bagby, Houston, TX 77002
 - 901 Bagby, Houston, TX 77002
 - 61 Riesner, Houston, TX 77002
 - 1400 Lubbock, Houston, TX 77002
 - 611 Walker, Houston, TX 77002
 - 1200 Travis, Houston, TX 77002
 - 3203 South Dairy Ashford, Houston, TX 77082
 - 600 Jefferson, Houston, TX 77002
 - 1205 Dart, Houston, TX 77007
 - 5320 North Shepherd, Houston, TX 77091
 - 4200 Leeland, Houston, TX 77210
 - 16930 John F Kennedy Blvd, Houston, TX
 - Houston Airports: IAH, HOU, EFD (George Bush Intercontinental Airport, William P. Hobby Airport, Ellington Field Airport)
 - 5500 N. McCarty, Houston, TX 77013
 - 7000 Ardmore, Houston, TX 77021
 - 2300 Federal Road, Houston, TX 77015
- 5.6 Provide statistics as to the number of dropped calls, failed calls, or busies predicted as a percentage of all users in the Houston market on the system if awarded the City of Houston contract. Provide similar statistics for high-speed data services for the last four quarters broken down by quarters.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

6.0 **NETWORK REQUIREMENTS:**

6.1 Network Description

- 6.1.1 A detailed description of each data and voice technology used by your company today and projected to be used for the next 6 years is a requirement. The following shall be included:
- 6.1.2 Describe all the technologies currently used in the geographic area of interest including the following:
- 6.1.2.1 Provide a description of availability of Code Division Multiple Access (CDMA) or Global System for Mobile communication (GSM) technology.
 - 6.1.2.2 Ability to switch to GSM when used outside of the United States.
 - 6.1.2.3 3G/4G availability and EV-DO, HSDPA, HSUPA and HSUPA availability and speeds
 - 6.2.2.4 Actions when 3G is not available, including a description of how downshifting to a slower data protocol (such as 1xRTT, EDGE) occurs.
 - 6.2.2.5 Provide a description of tri-band and quad-band phones and services available.
 - 6.2.2.6 Provide a description of dual-band phones and services available.
 - 6.2.2.7 Provide a description of multi-band phones and services available.
 - 6.2.2.8 Provide a description of next generation video capabilities that integrate with smart phones
 - 6.2.2.9 Provide a description of integration with existing Voice over IP solutions and the benefits to all users in the End User profile descriptions. To standardize on what equipment should be purchased, HITS has developed four user classifications. The classifications are as follows:

Standard User	Defined as a user who reports to a work area with a computing device, a desk telephone and who can complete the majority of their work from this location
Power User	Defined as a user who has greater computing requirements than a standard user to meet the requirements of their job
Mobile User	Defined as a user who does not have an office but has computing needs met in their assigned City vehicle, such as a police officer or fire/EMS employee
Remote or Out of Office User	Defined as a user who has a need to work outside of the office on a regular basis.

- 6.1.3 Indicate available capacity (current today) on a standard cell site in the city with each technology. Detail the amount of users/channel and the capacity loading on the worst day of the week during the busiest hour. Detail during a given day how many cell sites are busied out and a call cannot be made so a fair available system comparison can be made.
- 6.1.4 Awarded contractor shall indicate number of cell sites broken out by technology in the city service territory broken down by county. Denote minimum and maximum available capacity per cell, per technology.
- 6.1.5 Describe your continuity plans at the corporate and city level during a major disaster. Also indicate what type of system(s) is used (e.g. Batteries, generators) in case of a power failure?
- 6.1.5.1 Include duration of time these systems will operate without standard power if fully loaded. If generators are deployed, what is the percentage of deployment in the network? What is your company's plan to provide fuel for generators in the event of a major disaster, such as a hurricane?
- 6.1.6 Define acquisitions of spectrums that are pending that will increase network footprint. Include dates of final acquisitions and dates for network launch.
- 6.1.8 Indicate how current spectrum limitations are limiting ability to add additional capacity.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

- 6.1.9 Indicate what type of network performance reporting is available. Include sample reports for the number of dropped calls, failed calls, or busies predicted as a percentage of all users on the system
- 6.1.10 Indicate your capacity impact of absorbing the city's user base to existing network. What is the engineering process that determines when additional capacity is required at a specific location?

7.0 SMS / EMAIL /PAGING TO HANDSETS

- 7.1 Indicate the technology used. Also detail architecture and delivery method.
- 7.2 Character limitation and costs per message structure.
- 7.3 Describe delivery statistics including average latency for paging service, and for SMS.
- 7.4 Describe input protocols available for messaging. (e.g. TAP (Telelocator Alphanumeric Protocol), SMTP (Simple Mail Transfer Protocol), SNPP (Simple Network Paging Protocol), etc.)
- 7.5 Explain your plans for the use of SMS (Short Message Service) gateways, include details on message path, architecture of the gateways network, network redundancy/fault tolerance and protocols required/supported.
- 7.6 Indicate guarantees, as well as credits for failure to meet SLA's (Service Level Agreements). Include SLA information for both, regular SMS and direct connected SMS.
- 7.7 Define your SMS future plans and technology road map.

8.0 NEW EQUIPMENT:

- 8.1 New Equipment and/or Services
- 8.1 Sample units of any new equipment introduced shall be provided to the City's wireless programs supervisor for no charge for evaluation. The unit shall be activated for no cost for a minimum trial period of 60 days. The City will keep the equipment for demonstration purposes to employee base. This trial period should occur during the pre-launch or initial phase of the product introduction. If the product is a new handset, the handset should be activated and available for full network usage.
- 8.2 There shall be no cost for the airtime on these units.
- 8.3 In order to plan for migration, the City shall be made aware of any new devices being offered 6 months prior to release and offered the opportunity to participate in any beta trials for all new services introduced by carrier.
- 8.4 Vendor shall identify any beta trials or collaborations that have been/will be undertaken to improve service performance, reliability, or functionality.

9.0 PUSH TO TALK (PTT) CAPABILITY

- 9.1 PTT on both smartphones and regular cellular devices is a requirement of the RFP.
- 9.2 Define (in detail) the method your company uses to provide PTT service.
- 9.3 Indicate if you can guarantee 100% delivery of PTT service. If no, then state the percentage guarantee that you offer.
- 9.4 Define the performance metrics of your PTT service, the percentage of first connection rate; call setup time, and ongoing latency.
- 9.5 Indicate if currently, or in the future, the proposed PTT device would directly interface into the Motorola MCC7500 dispatch console and the Motorola Gold Elite Console.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

9.6 Indicate how your company deploys PTT for consumer use.

10.0 SPARE EQUIPMENT

10.1 Indicate how the Proposer intends to ensure that a high level of business continuity is achieved by providing end-users with spare/replacement units as required. Currently the City maintains the following spare count at a central location:

10.1.1 Two percent (2%) of voice units in service

10.1.2 Ten percent (10%) of data transfer devices in service which allow for City software modifications

10.1.3 Five percent (5%) of any legacy equipment (Blackberries, flip phones, etc) in service

10.1.4 Two percent (2%) push-to-talk units in service

10.1.5 Two percent (2%) tablets in service.

10.2 Spares are returned to stock when the actual replacements arrive and are activated for service.

10.3 When a user has the same model, the new replacements are returned to the spares stock to avoid the inconvenience of multiple electronic serial number (ESN) changes.

10.4 City Hall location shall have immediate swaps for emergency usage and executive requests at no cost to the City. Propose how this will be achieved and recommend how devices can be delivered within 24 hour time frame.

11.0 GREEN INITIATIVES

11.1 Please provide information on your company's green IT initiatives as they relate to device choice, power consumption, and replacement/disposal of device and ancillary equipment.

12.0 REGULATORY ISSUES:

12.1 Define the project plan and time line proposed to ensure business continuity and number portability (voice/ data) is needed as the City may migrate to a new vendor.

12.2 Define availability of e-911 requirement and functionality on your network.

12.3 Handset shall be capable of D Block usage.

12.4 Provide a description of D Block capabilities.

13.0 SERVICE LEVEL REQUIREMENTS:

13.1 In your response please include detailed service level agreements that indicate how the proposer will address and be accountable for carrier services in the areas listed below. Please include the ability to measure and report such guarantees, as well as credits for failure to meet SLA's.

13.1.1 **Customer service:** The City requires that a service level agreement be established and maintained for the customer service requirements.

13.1.2 **Network availability/reliability:** The city requires quarterly reports detailing the percentage of dropped calls and network unavailability due to fast busies or network failures or capacity issues. For this proposal the most current quarterly statistics shall be provided.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

13.1.3 **Equipment features:** Service levels shall be identified for all handset/system features. This includes paging, text messaging, internet access, applications and data capability. The service level description should include the average delivery times of these services and the likelihood of non-delivery, increased latency and non-availability of these services. The numbers should be quantified and detailed.

14.0 **PENALTIES FOR NON-COMPLIANCE OF SLA'S:**

- 14.1 Carrier will have 60 days to resolve any out of compliance SLAs.
- 14.2 Failure to resolve any agreed upon SLA within 60 days shall result in an additional (1%) percentage point discount being added to all services covered under this contract.
- 14.3 The percentage point discount will be in place for a 30-day minimum period and will remain in monthly increments until out of compliance SLA is resolved.
- 14.4 An additional percentage point will be added for each additional SLA that is out of compliance.

15.0 **CUSTOMER SERVICE REQUIREMENTS:**

15.1 Account Team

15.1.1 A dedicated Account Team will be assigned to the City's account for all support needs. It should include at minimum the following:

- 15.1.2.1 The assigned account manager is responsible to maintain service level agreements and will provide appropriate escalation procedures as needed
- 15.1.2.2 Technical Engineer Support Manager
- 15.1.2.3 Billing or Accounts Receivable Representatives
- 15.1.2.4 Enterprise Help Desk should be available for voice and data technical support and questions concerning outages. Below is a list of options that shall be supported by an Enterprise Help Desk:

Id #	Requirement	Required resolution time
1	Anytime rate plan changes	Immediate with savings shown on next billing cycle
2	Add/remove features	Immediate with savings shown on next billing cycle
3	Billing questions	Immediate through the city dedicated care center
4	Technical support	Immediate resolution or 24 hour equipment change
5	Ability to order equipment on-line or in person	Delivery within 3-5 business days
6	Insurance/warranty claims	48-hour equipment change
7	Account credits	One (1) billing cycle
8	Equipment swaps/replacements	Next day/overnight delivery.
9	Check on payments received	Immediate through the city dedicated care center
10	General inquiries	Immediate through the city dedicated care center
11	Request copies of bills	3-5 business days
12	Activate storm phones	Immediate through the city dedicated care center
13	Account maintenance/changes	One (1) billing cycle
14	Dropped calls credit claim	One (1) billing cycle
15	Number Portability	As established by Federal Guidelines
16	Device, firmware and application support	7x24 support from phone and software manufacturers for carrier support devices

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

15.2. Web Based

15.2.1 In addition to the above, the carrier shall also provide other mechanisms to interface with customer care (e.g., portals) allowing on-line management and administration. In addition, on-line access should be available for end-users to view account activity and charges.

15.3 Reports

15.3.1 Carrier shall provide monthly reports that indicate performance defined in the customer service requirements table, including whether the carrier complied or did not comply with each item. These reports shall be presented at monthly account meetings.

15.4 Relationship Management:

15.4.1 The proposer shall recommend and implement a set of management practices and procedures designed to ensure a robust service delivery and a smooth migration to the new provider of services. The contracted vendor(s) shall bear any costs that relate to the implementation and ongoing execution of these practices and procedures.

15.4.2 The provider shall indicate how the contracted activities are going to be staffed and managed to ensure successful and timely execution and delivery. The provider shall demonstrate that it possesses the experience and tools needed to manage these services successfully. The provider shall use a proven and complete relationship management methodology that includes at least the following elements:

15.4.3 Indicate your proposed problem resolution and escalation procedures.

15.4.4 Provide annual customer satisfaction surveys.

15.5 Billing and Administrative Services:

15.5.1 The provider shall provide complete billing and administrative services, as detailed below, at no additional cost to the City. The provider shall describe the existing process for implementing changes to billing and usage reports to reflect business need changes.

15.5.2 The Proposer solution shall allow for billing of phones/services by logical groups as determined by the City (i.e., "sub-accounts"). The City will pay invoices through a Telecom Expense Management System (TEMS). However, the Proposer shall provide a methodology that enables the city to charge back city departments up to a divisional level.

15.5.3 Itemized billing will be provided for all City designated users. All discounts, Fees and Surcharges, and any other charges for each designated user shall be clearly shown and itemized on the billing statement.

15.5.4 Indicate the tools that will allow individuals users to review their respective bills and usage. Reports shall also be available to provide to the individual department single-point-of-contacts and the division level representatives.

15.5.5 Identify the amounts, if any, of all outstanding or disputed charges or credits alleged to be owed to or from the City for any telecommunications services or related products (including any wireless or wireline services or products) and describe how the Proposer recommends resolving these matters. Outstanding or disputed amounts may include balances carried forward for more than 45 days after the due date, amounts that Proposer alleges the City owes, credits the City alleges it is entitled to due to overcharges or other factors, amounts subject to dispute or audits, or any amounts for which either the City or Proposer seeks further clarity before payments or credits are issued.

15.5.6 Account team available on-site during large phone deployments to facilitate with phone configuration and deployments.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

15.5.7 The proposer will guarantee that all requests resulting from an Open Public Records Act request for billing records or any other usage records that the carrier has access to will be delivered to the City representative within 3 business days from the date requested by the City.

15.5.8 Carrier shall provide automatic alerting and notifications to the user and selected City contacts at specified thresholds prior to and once the additional charges are incurred.

16.0 EMERGENCY RECOVERY PLANS:

16.1 Describe in detail your Emergency Recovery Plan and response plans your company utilizes in the event of an emergency or disaster including storm-related events. Include the following at a minimum:

16.1.1 How many COWs (cells on wheels) are available for deployment? Will these COWs be available for a City request if needed?

16.1.2 Will a quick deployment of up to 200 handsets and 50 air cards be available if requested by the City?

16.1.3 The City requires that a virtual protocol network site be available within 4 hours of a request. Can this requirement be met?

16.1.4 Describe your capabilities and capacity (number of devices/cell) to prioritize voice and data wireless services that support the City over civilian communications during emergency operations.

16.1.5 Describe Wireless Priority service provisioning for the City and time line required.

16.1.6 The City will have a communications representative in the EOC at the time of a disaster, provide a primary point of contact that has decision making capabilities to the City. Upon request, in the event of a potential disaster, proposer may be asked to provide a representative who will be made available to the City 24 hours a day until the disaster is mitigated. It will be the responsibility of Proposer to provide immediate system updates, activate carrier response reports, and a detail of resources available to the City via the communications contact on an hourly basis once activated.

17.0 FRAUD PROTECTION FEATURES:

17.1 Proposal shall provide a complete description of fraud feature(s), including instruction for implementing said feature(s) (i.e., user keystrokes, recovery of charges).

18.0 OUTAGE NOTIFICATION AND RESOLUTION:

18.1 The City requires 24-hour advance notification of service outages and scheduled maintenance. This includes notification to City's 24-hour help desk of outage or maintenance when the occurrence takes place and another notification when the outage has been resolved. Any unplanned outage that affects a site will be reported to the City within one hour of the outage being reported. This report will include the cause of the outage, outage time and restoration time, and resolution so that the outage will not occur in the future.

18.2 The proposer agrees implement a change control process whereby the City will have the opportunity to request changes to dates for proposed service outages and scheduled maintenance when the City feels that such outages and maintenance may have a significant impact to the City services.

19.0 SERVICE RATES:

19.1 Flat Rate Billing For Voice and Data:

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO. S46-T25007

19.1.1 The City of Houston prefers a pricing structure that simplifies the City's billing while recognizing the emergence of new technologies. To that end, the City is highly interested in any proposals that offer a flat rate for voice and data that allows all its business units to share a common national calling plan and be billed at a flat rate per minute or KB. Proposed voice and data rates should be inclusive of any fees including: termination, activation, roaming, and shipping.

19.1.2 Features/Function should include but not limited to the following:

- 19.1.2.1 Mobile to Mobile minutes
- 19.1.2.2 Nights and Weekends
- 19.1.2.3 Nationwide Long distance calling
- 19.1.2.4 Domestic Roaming
- 19.1.2.5 Voicemail & retrieval
- 19.1.2.6 Caller ID
- 19.1.2.7 Call Forwarding
- 19.1.2.8 Call waiting
- 19.1.2.9 3 Way Calling
- 19.1.2.10 SMS/Text
- 19.1.2.11 Internet (Web) Access
- 19.1.2.12 Tethering
- 19.1.2.13 PTT Push-to-Talk
- 19.1.2.14 Media; video messaging, picture, etc...
- 19.1.2.15 Applications; GPS, music, email, etc...
- 19.1.2.16 Wireless Fax
- 19.1.2.17 Mobile Phone Tracking, Telemetry

20.0 POOL RATE DATA USAGE:

20.1 The City is also interested in a rate structure that pools data usage across the City's employees and business units into a single corporate-wide entity and bills at a flat rate per KB data usage. The City does not want to establish a new contract price each time an application is available. This process is administratively burdensome and not cost effective. In the end, it impacts the City's actual usage of these services. Pooled applications/services should include but is not limited to the following:

- 19.1.1 SMS/Text
- 19.1.2 Internet (Web) Access
- 19.1.3 Tethering
- 19.1.4 PTT Push-to-Talk
- 19.1.5 Media; video messaging, picture, etc.
- 19.1.6 Applications; GPS, music, email, etc.
- 19.1.7 Wireless Fax
- 19.1.8 Mobile Phone Tracking, Telemetry
- 19.1.9 Parking meter data plans

21.0 BILLING STRUCTURE:

21.1 Provide a breakdown by service and then sub-categories of usage on each monthly bill.

21.2 Identify which device plans bundle voice and data usage. Features/function should include but not limited to the following:

21.2.1 Other Fees:

- 21.2.1.1 Proposed voice and data rates should be inclusive of any fees including: early termination, activation, roaming, and shipping. There shall be no fees for any services other than federally mandated UCC fees.

21.2.2 Equipment Pricing:

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S46-T25007

21.2.2.1 All basic handsets should come with hands free devices standard at no extra charge. Premium equipment may be offered at a discounted rate. Any equipment offered in the proposal as "free" shall be interpreted as to include the value of the item, sales tax, activation fee, handling fee, shipping fee, and any other applicable fee.

21.2.2.2 Pricing shall be based on premium, mid-tier, and basic phones. Each tier should include 3-5 comparable models to choose from. At any time if a new phone comes out, then it will fall into one of these three categories. A new contract will not have to be renegotiated.

22.0 EQUIPMENT REPLACEMENT:

22.1 Describe hardware upgrade and software costs to implement your proposed solution.

22.1.1 Equipment replacement: proposals shall describe the cost to purchase/replace (existing phones) with new features, phones, smart phones and Air Cards including the cost to upgrade base plans to premium services and devices. Submit costs and discounts offered for all accessories.

22.1.2 Provide the trade-in allowance credit for any technology changes or enhancements, including changes that require handset upgrades or change-outs.

22.2.3 Provide insurance costs for damaged or lost devices a single price for the entire City and by devices individually

23.0 DISCOUNT PERCENTAGE:

23.1 Proposal shall include a clear corporate discount percentage that will be applied to all applicable corporate price plans, equipment, and accessories.

23.2 Proposal shall include a minimum of three (3) service tiers for digital service. A service tier shall, at a minimum, include monthly access and a fixed amount of airtime minutes for a set monthly fee per phone. Include any discounts that have been applied. Pricing and included airtime shall be the same for company and employee lines.

24.0 RATE PLAN ANALYSIS:

24.1 Proposal shall include plan to perform quarterly rate plan analysis of all services subscribed to by the City of all the users and provide this information electronically to the City. The analysis should consider all published rate plans meeting the City's requirements by individual and department. All information necessary for the City to determine the most effective plan(s) will be presented by the proposer.

24.2 A provision shall be included that allows for instant migration of all users to these optimum rate plans. The City will decide whether this process should be implemented automatically or by request and at what intervals. Proposal shall include provisions for both options.

25.0 AIRTIME DEFINITION:

25.1 Define when airtime billing is initiated (when send is pushed or connection established or other) with each call and the billing increments (seconds, minutes or other) that used by your company.

26.0 INTERNATIONAL CALLING CAPABILITY:

26.1 Describe your company's international calling capability and describe complete functionality and usage instructions. Include the pricing in the pricing matrix provided.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO. S46-T25007

27.0 VALUE ADDED SERVICES/PRODUCTS/FEATURES:

- 27.1 The City is interested in understanding the features; functions; device, service and Customer Premise Equipment (CPE) requirements; and limitations of your current fixed mobile convergence (FMC) offers. Provide required information for blackberry-centric FMC services and for other FMC offers that interact with Cisco IPT/UC functions. Provide information on SLA's and service options—which may be used as managed services. Also provide a roadmap of your company's future FMC offers through 2019.
- 27.2 If your company has any additional products or bundled services that can add value to your response, detail these services in your proposal under the heading "value added services". This is an opportunity to include any offerings that might differentiate your company from your competition. This can include wireless office applications, handset features, etc. Keep the responses for each feature/capability to one page or less with the City reserving the right to ask for additional information.

28.0 FAMILY PLAN:

- 28.1 Providers are encouraged to submit a proposal, which includes the availability to offer personal wireless services for employees and employee's relative's personal usage. These offerings should offer substantial savings and benefits from the retail consumer-pricing model. The terms and conditions of the family plans shall be separate from terms and conditions within the corporate plans.
- 28.2 No corporate liability for family plan. The City shall not incur any liability for phones and plans arising from the family plan. The phone and contract in the family plan are solely the personal responsibility of the carrier and the purchaser.

29.0 MOST FAVORED NATION CLAUSE:

- 29.1 At a minimum, the City shall be offered the lowest cost of airtime and equipment that is offered to any other major account for the duration of this agreement.

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO. S46-T25007

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

1.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

2.1 PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

3.1 A letter of transmittal shall include the following:

3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.

3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

4.1 Provide a brief statement describing the Proposer's background information, history, resources and/or track record. limit to three (3) pages.

4.2 Provide an organizational chart of proposed team or staff for this project.

4.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.

4.4 Provide copies of key personnel certifications and/or licenses.

5.0 TECHNCIAL QUALIFICATIONS:

5.1 Provide a written detailed statement including the qualifications of the Proposer to provide the products and services described in the Scope of Services. The following information and/or materials shall be included:

5.1.1 Describe your firm's reputation providing telecommunication services

5.1.2 Provide names, experience, qualifications, professionalism and responsiveness of account team involved in this project

5.2 Service Performance

PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS

SOLICITATION NO. S46-T25007

- 5.2.1 Network Coverage - complete and submit coverage map indicating the Network Coverage Area of your firm for the selected City of Houston and surrounding counties zip codes to include type of service available by area.
- 5.2.2 Network availability - describe in detail the proposed In-Building Service Solution for the City of Houston locations identified in Section 5.5
- 5.3 Provide a detailed description of your firm's Order Fulfillment Process.
- 5.4 Clear, accurate, consolidated, user-friendly billing - describe your firm' ability to provide a breakdown with Multiple Department Billing within a single invoice to the City of Houston.
- 5.5 Implementation/Transition/Migration - provide a complete description of your firm' Implementation, Transition and Migration Plan.
- 6.0 FINANCIAL STATEMENTS:**
- 6.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.
- 7.0 CONTENTS:**
- 7.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
 - 7.1.1 Title Page
 - 7.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
 - 7.1.3 Letter of Transmittal
 - 7.1.4 Expertise/Experience/Reliability Statement
 - 7.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
 - 7.1.6 Service Performance Capabilites:
 - 7.1.6.1 Wireless Coverage Area/Map – Please include coverage map for City of Houston and surrounding areas.
 - 7.1.6.2 In-Building Service Solution – Please provide detail In-Building Service Solution based on the in-building surveys of the City of Houston facilities listed in Section 5.5..
 - 7.1.6.3 Multiple Department Billing - Describe your firm' ability to provide a breakdown of Multiple Department Billing within a single invoice . Please provide sample invoices.
 - 7.1.6.4 Order Fulfillment Process – Please describe your order fulfillment process
 - 7.1.6.5 Implementation, Transition and Migration Plan – Please describe your Implementation, Transition and Migration Plan
 - 7.1.7 Proposed Contract (Attachment A) Include the contract exception chart.
 - 7.1.8 Wireless Demand Set (Attachment B) provide response to each tab.
 - 7.1.9 Financial Statement and Dunn & Bradstreet Reports or Federal Tax Forms Filed for Past Two Years
 - 7.1.10 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

<p style="text-align: center;">PROPOSAL OUTLINE AND MINIMUM CONTENT REQUIREMENTS SOLICITATION NO. S46-T25007</p>
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- 7.1.11 List of References and List of Proposed Subcontractors (Exhibit I)
- 7.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
- 7.1.13 Affidavit of Ownership or Control (Exhibit VI)
- 7.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 7.1.15 Anti-Collusion Statement (Exhibit VIII)
- 7.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 7.1.17 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)
- 7.1.18 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952) or submit copy with proposal.
- 7.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS

SOLICITATION NO. S46-T25007

1.0 EVALUATION SUMMARY:

- 1.1 An evaluation committee will develop a short list of Proposer(s) based upon the initial review of each Proposal received.
- 1.2 The initial review for each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:
 - 1.2.1 Conformance to RFP requirements: Responsiveness of Proposal and compliance with all the submission requirements of the RFP.
 - 1.2.2 Technical Proposal
 - 1.2.2.1 Wireless Coverage Area/Map
 - 1.2.2.2 Ability to Provide an in Building Service Solution
 - 1.2.2.3 Ability to Support Multiple Department Billing
 - 1.2.2.4 Order Fulfillment Process
 - 1.2.2.4 Implementation, Transition, and Migration Plan
 - 1.2.3 Price Proposal (refer to Attachment B – Wireless Demand Set)
 - 1.2.4 Financial Strength and Stability of the Proposer.
 - 1.2.5 Expertise/Experience Qualifications of the Proposer
 - 1.2.6 M/WBE Participation
 - 1.2.7 *Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).
- 1.3 The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. All such presentations, including those conducted as part of a best and final offer process, if any, will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

- 2.1 The award of this contract(s) will be made to the Proposer(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules and services. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. As part of its investigation, the City reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated.
- 2.2 The City reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. The best and final offer may be requested as an optional step in the selection process after original proposals are evaluated or after presentations, if any. However, the City reserves the right to award a contract on the basis of the initial proposal received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint.
- 2.3 The Chief Information Officer, Chief Procurement Officer, and City Attorney, in consultation with the evaluation committee, will determine if the BAFO process will be conducted and which Proposers will be invited to submit

EVALUATION AND SELECTION PROCESS

SOLICITATION NO. S46-T25007

best and final offers, as needed. As part of the BAFO process, Proposers may be requested to make structured oral presentations, demonstrations, and/or interviews. Invitations to submit a BAFO may be extended to Proposers judged by the evaluation committee to have made the most advantageous offers or to Proposers most likely to be awarded a contract. Aspects of the proposal to be addressed by the BAFO process and evaluation criteria for the BAFO process will be developed by the evaluation committee, in consultation with the Chief Information Officer, Chief Procurement Officer, and City Attorney.

- 2.4 If the City elects to request a BAFO, the Solicitation Contact person (identified in Section 4.1) shall notify, in writing, the Proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. The BAFO solicitation will invite the selected Proposers to submit best and final offers. The BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned. The BAFO solicitation may ask Proposers to clarify specific sections of their proposals, rework the proposal content, respond to changes requested by the City, revise pricing, or to address any other matter described in the BAFO solicitation. Unless the BAFO solicitation instructs otherwise, Proposers submitting a BAFO will have the opportunity revision of proposals and revisions may be permitted after submissions and before the award of the contract, including an opportunity for the selected proposers to modify their initial offer, update or lower pricing based on any changes the City has made, and include any inducements that are likely to improve the Proposer's overall score in accordance with the RFP and BAFO evaluation criteria. The BAFO solicitation will not identify the current rank of any Proposer, nor will it identify the pricing or services offered by any Proposer. All responses and communications about the BAFO solicitation must be sent to the Solicitation Contact person in accordance with the instructions in the BAFO solicitation. If a Proposer does not wish to submit a best and final offer, the Proposer may submit a written response stating its response remains as originally submitted. The submission of best and final offers that do not conform to the BAFO solicitation instructions or BAFO responses received beyond the BAFO deadline may be just cause for rejection of the BAFO response.
- 2.5 Following evaluation of the best and final offers, if any, the City may select for final contract negotiations/execution the offers that are most advantageous to City, considering cost and other evaluation criteria described in this RFP and the BAFO solicitation. Negotiations are not limited to a single proposal, and in some cases, the City may conduct negotiations with multiple proposers simultaneously in order to secure the best terms for the City. The final award of this contract, if any, is contingent upon the successful negotiation of final contract terms, which success shall be determined by the City Attorney, Chief Information Officer, and Chief Procurement Officer.

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EVALUATION AND SELECTION PROCESS
SOLICITATION NO. S46-T25007

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO. S46-T25007

NOTE: PROPOSAL MUST BE SIGNED AND NOTARIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (_____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

_____ County, Texas

My Commission Expires: _____ day of _____ 20_____

EXHIBIT I – REFERENCES
SOLICITATION NO. S46-T25007

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO. S46-T25007**

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**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO. S46-T25007**

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL					\$ _____
M/WBE PARTICIPATION AMOUNT					\$ _____ %
TOTAL BID AMOUNT					\$ _____

**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO. S46-T25007**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY’S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO. S46-T25007**

THIS AGREEMENT IS SUBJECT TO BINDING MEDIATION ACCORDING TO THE City of Houston Office of Business Opportunity.

TO: **City of Houston
City Purchasing Agent**

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
- (b) _____ A Partnership
- (c) _____ A Corporation
- (d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO. S46-T25007**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity
ATTN: Carlecia Wright 713-837-9000
611 Walker, 7th Floor
Houston, Texas 77002

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S46-T25007**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor must furnish a City of Houston Certificate of Insurance or other form approved by the City Attorney and Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL~~ 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S46-T25007**

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S46-T25007

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

SAMPLE FORM

COMPANIES AFFORDING COVERAGE

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D
- COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability <input checked="" type="checkbox"/> Commercial General Liability Claims Made <input checked="" type="checkbox"/> Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits	<input checked="" type="checkbox"/>	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PROCUREMENT DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ISO | Commercial Auto Forms | 06/01/04
POLICY NUMBER:

**COMMERCIAL AUTO
CA 04 03 06 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name and Address of Additional Insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Who Is An Insured (Section II) is amended to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- B. The additional insured named in the Schedule or Declarations is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.
- C. You are authorized to act for the additional insured named in the Schedule or Declarations in all matters pertaining to this insurance.
- D. We will mail the additional insured named in the Schedule or Declarations notice of any cancellation of this policy. If we cancel, we will give 10 days notice to the additional insured.
- E. The additional insured named in the Schedule or Declarations will retain any right of recovery as a claimant under this policy.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE)

SOLICITATION NO.: S46-T25007

ENDORSEMENT

This endorsement, effective 12:01 AM

Forms a part of policy no.:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ENDORSEMENT No.

This endorsement, effective 12:01 AM:

Forms a part of policy no:

Issued to:

By:

Commercial Umbrella Liability Policy with CrisisResponse®

Additional Insured Endorsement - Products-Completed Operations and Primary Non-Contributing

This policy is amended as follows:

Section VII. DEFINITIONS, Paragraph M. is amended to include the following additional provision:

Insured means:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is an additional insured on your policy, but only if such person or organization is included under the coverage provided by **Scheduled Underlying Insurance**. Such person or organization is an additional insured only with respect to liability:

1. arising out of **Your Work** at the location designated; or
2. included within the **Products-Completed Operations Hazard**.

This provision does not apply to liability arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY**

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ISO | Commercial General Liability Forms | 01/01/96

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 11 01 96**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

CG 20 11 01 96

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

**COMMERCIAL GENERAL
LIABILITY
CG 20 15 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE ISO FORM

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS WAIVER OF OUR RIGHT TO
RECOVER FROM OTHERS ENDORSEMENT**

Policy Number:
Effective Date:
Named Insured and Address:

Endorsement Number:
Effective hour is the same as stated on the Information Page of the policy.

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to

bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

SCHEDULE

1. () Special Waiver
Name of person or organization
2. () Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

Countersigned by _____
Authorized Representative

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A

(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item _____ of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Endorsement No.
Premium \$

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S46-T25007**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

Name of Person or Organization: Where required by written contract.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **Schedule** above because of payments we make for injury or damage arising out of your ongoing operations done under a contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

EXHIBIT V – FAIR CAMPAIGN ORDINANCE
SOLICITATION NO.: S46-T25007

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run-off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S46-T25007**

List all officers of the corporation (if none state none”):

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

Name _____
Officer _____ Address _____

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S46-T25007**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-T25007

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
 _____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of _____
 [CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Contracting Entity seeks to do business with the City in connection with _____
 [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.
3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- SOLE PROPRIETORSHIP
- CORPORATION
- PARTNERSHIP
- LIMITED PARTNERSHIP
- JOINT VENTURE
- LIMITED LIABILITY COMPANY
- OTHER (Specify type in space below)

- NON-PROFIT CORPORATION
- UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-T25007

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

Residence Address **[No./STREET]** _____

[CITY/STATE/ZIP CODE] _____

Telephone Number (_____) _____

Email Address **[OPTIONAL]** _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S46-T25007

6. Optional Information

Contracting Entity and/or _____ [**NAME OF OWNER OR NON-PROFIT OFFICER**] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [**CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER**] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

(Seal)

Notary Public

NOTE:
This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S46-T25007**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at any time during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S46-T25007

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date

Contractor Name

Signature

Title

**EXHIBIT VII – ATTACHMENT “B”
 DRUG POLICY COMPLIANCE DECLARATION
 SOLICITATION NO.: S46-T25007**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)

_____ (Contractor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

_____ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date

Contractor Name

Signature

Title

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: SXX-XXXXX

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S46-T25007

CONFLICT OF INTEREST QUESTIONNAIRE:

Chapter 176.006 of the Local Government Code (“the code”) requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

NOTE: Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist. Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

Who must file a CIQ?

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

When must the Vendor/Contractor or Agent file a CIQ?

The completed CIQ must be filed with the City Purchasing Agent not later than the 7th business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

What is a business relationship?

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department’s Record Administration (Calvin D. Wells, City Purchasing Agent, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**